



## BOARD OF PUBLIC WORKS & SAFETY MARCH 18, 2004 MINUTES

Mayor Charles Henderson called the meeting to order at 6:03 p.m.

<b>PRESENT:</b>	Board members Mayor Henderson, Kevin Hoover; City Attorney Shawna Koons-Davis; Director of Engineering Paul Peoni; and Deputy Clerk Kathie Fritz.
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Mr. Hoover moved to approve the minutes of the regular session of March 4<sup>th</sup> as presented. Second by Mayor Henderson. Vote: Ayes.

John Grimes of Projects Plus represented Beazer Homes for Barton Lakes, Section 6 to request encroachment of an easement. The encroachment would be for a 2' X 2' X 6' tall sign for the new entrance off of Averitt Road. Mr. Grimes told the Board that the recorded plat has a scrivener's error adding the landscape easement where the sign is to be placed. He also referred to an overall aerial map of the area, a rendering of the columns they want to place in the easement, and letters from the utilities. Sanitation Superintendent Keith Meier had no objection. There are no conflicts with storm sewers either. Some of the letters from utilities reminded the petitioner that if the utility company had to work in the easement, it was the responsibility of the developer to replace the structure. Mr. Hoover moved to grant the encroachment of the easement, subject to the understanding that it is at the entire risk of the developer and the homeowners' association if the users of the easement need to gain access. Second by the Mayor. Vote: Ayes.

Grace Assembly of God Family Life Center was next. Mr. Peoni explained that the improvements of dirtwork, storm sewer and erosion control are private. He does need to receive the final mylar as-builts. An old sign was removed and a panel of sidewalk was installed. Per Mr. Peoni's memo, Mr. Hoover moved to:

- 1) Acknowledge that the private improvements of dirtwork, storm sewer and erosion control have been installed in reasonable compliance with the design plans.
- 2) Accept the sidewalk improvement which is only approximately 5' long by 4' wide that has been installed along U.S. 31.
- 3) Release performance letter-of-credit (LOC) #9644903801 from Union Federal Bank in the amount of \$41,100.62 for the installation of the dirtwork, storm sewers, erosion control and sidewalks at the Grace Assembly of God Church site on U.S. 31 for their family life center project, subject to:
  - a) Receipt of final mylar as-builts.

Second by Mayor Henderson. Vote: Ayes.

Bob Wildman, on behalf of Pinehurst, came forward to request additional capacity from the Buckmoor Group Lift Station, LLC improvements. Pinehurst is a 31-acre project immediately east of the new Super Target on State Road 135, south of Smith Valley Road. Pinehurst is one of the three developers who paid to have the Buckmoor Lift Station upgraded. At that time, Mr. Wildman noted that Pinehurst reserved 72.19 gpm. The original concept was for empty-nesters; this has since been modified. They are asking to increase the allocation for Pinehurst from 72.19 to 166.58 gpm. Mr. Wildman told the Board that he understands from conversations with Keith Meier that there appears to be sufficient capacity in the lift station to accommodate this increase. The Buckmoor Lift Station, LLC 15-Year Law Agreement might need to be amended, Mr. Wildman mentioned, or there might be some other documentation to address the increase. If approved, Pinehurst would need to pay a 15-year law payment for the additional allocation, he said, and he had a check with him to make that payment. Sanitation Superintendent Meier discussed the upgrades to the lift station. He explained that Devonshire II and Belwood developers, with projects that are on a fast pace and moving ahead, have requested additional capacity, leaving only 32 gpm at the Buckmoor Lift Station. Pinehurst is now requesting proposed modifications for an additional 94 gpm, which is over the Buckmoor Lift Station capacity by 61 gpm, or roughly 6%. Mr. Meier indicated that the City had gone back to review the Buckmoor LLC Sewer Service Agreement for an actual building

and room count and it was found that there was additional capacity stated in the Buckmoor Lift Station, LLC Sewer Service Agreement that the three developers will not be using as previously thought, so Pinehurst is trying to recover that unused capacity if the other two developers from Buckmoor LLC will forfeit it. There was more discussion about the Plan Commission procedure and how capacity could be tied up for two years because that is the timeline a developer is allowed to start construction once Plan Commission approval is given inside the City limits. The 6% overage to the Buckmoor Lift Station that the new Pinehurst request is creating was also discussed. In response to the Mayor, Mr. Wildman explained that the new Pinehurst concept would be done as an HPR condominium, and they need to file a site plan that shows their revised plan with the Plan Commission. Mr. Peoni recounted that for Belwood and Devonshire II, based on calculations available at the Tech Review meeting, the City was not sure there was enough capacity for those two projects, so it was decided to look at the numbers for the lift station again, to see if Belwood and Devonshire II could submit plans. After the Buckmoor Lift Station numbers were reviewed, it was determined that there was capacity for Belwood and Devonshire II, with Pinehurst's original concept. After detailed discussion, Mr. Hoover moved to recognize that Devonshire II and Belwood have reserved capacity in the Buckmoor Lift Station. Second by the Mayor. Vote: Ayes. Sanitation Superintendent Meier indicated he felt comfortable with the remaining capacity in the lift station. Mr. Hoover moved to grant the request for reservation for an additional 94.3 gpm to Pinehurst and to authorize the Mayor to sign the amended Sewer Service Agreement for the Buckmoor group and any other Sewer Service Agreements that are deemed necessary to be changed to effectuate the reservation. Second by the Mayor. Vote: Ayes. The City Attorney asked if it was going to be the City's policy to grant capacity on a first-come / first-served basis if a developer in the City limits is first in line for capacity and gets Plan Commission approval. This was for clarification. Mr. Hoover preferred to avoid a "policy".

On her Status of Tasks, the City Attorney first discussed disposal of City-owned cell phones. City policy previously provided cell phones to certain employees to use for City-related business, but the cell phone policy has been revised, effective April 1, 2004. Employees, with the exception of the Mayor, the Director of Operations, and employees in Post Conviction Services, who have been determined by respective department heads to need cell phones to perform their employment duties shall be required to personally provide the cell phone through individual contracts with cell phone providers, and the City shall reimburse the employees for City-related phone usage upon appropriate submission of a claim. In light of that revised policy, the City now owns approximately 54 cell phones that it no longer needs, said Ms. Koons-Davis. The City's former cell phone provider, Verizon Wireless, is amenable to contracting with City employees individually to continue the cell phone service and to transfer telephone numbers and telephones from the City to the individuals. It would save the employees the cost of purchasing a cell phone when they undertake a cell phone contract with Verizon if the City gave the phones to the employees. Telephones that no one is interested in taking may then be demolished, junked, or donated to some other persons or groups who are willing to take them. Rick Jones, Chief Information Officer, says that the cost of selling and transporting the cell phones exceeds the value of the phones, and they may therefore be considered of no market value, or worthless. Mr. Hoover moved to declare cell phones owned by the City and not used by the Mayor, the Director of Operations, or Post Conviction Services to no longer be needed and of no market value; to authorize the Chief Information Officer to transfer said cell phones to such City employees as are interested in taking them to continue cell phone service individually; to transfer said cell phones to other persons or groups interested in taking them; or to demolish and junk the cell phones, all in accordance with state law. Second by the Mayor. Mayor Henderson asked if he saw a need for someone else to be included in the City besides those listed if that motion would preclude that from happening. Counsel replied that he might have to get another phone because there would either be individual contracts or the phones would be disposed of. The City Attorney suggested amending the motion so that the Mayor could hear arguments from others who want to have City phones, before we dispose of the phones. Mr. Hoover amended his motion to include any other person at the discretion of the Mayor whom he deems necessary to have a phone. Second by the Mayor. Vote: Ayes. AMENDED. Vote on motion as amended: Ayes.

As an update from the last meeting on the issue of a restricted donation for the sidewalks at South Park Business Center, Ms. Koons-Davis said that according to State law, any restricted donation should be receipted into a separate fund appropriately titled for that restricted donation and is not to be co-mingled with any other money received by the city or town. Payments can be made by city or town anytime for that fund without appropriation. If there is a large volume of restricted donations, you can have a controlled fund for all the accounts. If the letter were to say the donation were for sidewalks, without a specific location, the donation could be put in the sidewalk fund.

Mr. Peoni on his Status of Tasks first presented an Inspection & Testing Agreement for sanitary sewers for Walters Body Shop. They have submitted their 50% fee. Mr. Hoover moved to accept the Inspection & Testing Agreement for Walters Body Shop and ratify acceptance of the check. Second by the Mayor. Vote: Ayes.

Next on his Status, United Consulting has submitted a contract for design services on Graham Road from Main Street to County Line Road. Mr. Hoover moved to authorize the Mayor to sign the contract subject to his final review and review by the City Attorney. Second by the Mayor. Vote: Ayes.

Director of Operations Norm Gabehart proposed entering into an agreement with MAJOR Engineering and Land Surveying to provide a scope of service consisting of establishing a private development plan review procedure and price list. They would collect information from appropriate department heads, identify issues with our infrastructure and suggest ways to streamline the development plan review process and procedures on dealing with development plan review. The end result would hopefully be the City contracting with engineers to provide assessments and evaluations of developers' plans and allow the developers to pay for that so that our engineering department can be free to do more of the infrastructure work for the City. He discussed a proposal not-to-exceed \$6,080 to start the process. The City Attorney had drafted a contract which she said would need to be amended regarding the insurance requirement for Attachment B – if we would be willing to waive personal injury (not bodily injury). Mr. Hoover moved to approve the Professional Services Agreement with MAJOR Engineering and Land Surveying in the form presented and waive the amendment in Attachment D2-c that would put all fellow-employee claims under bodily injury as opposed to personal injury. Rick Durham of MAJOR noted that bodily injury on the job is covered under workman's compensation and that D2 is general liability insurance. Mr. Hoover thought there could be additional bodily injury claims that one could make under workman's compensation and not be successful, although it might be rare. Mr. Durham was not sure there would be coverage under general liability in that instance and would have to check with his insurance agent. Mr. Hoover moved to amend his motion to add that the contract be subject to the final discretion of the City Attorney as to whether the D2c be dropped entirely. Mr. Hoover withdrew his previous motions and moved to approve the Professional Services Agreement between the City of Greenwood and MAJOR Engineering and Land Surveying in the form presented, subject to attachment D, language D2 (c) being subject to the discretion of the Mayor upon the City Attorney's advice as to whether the clause would be included in the contract or other language substituted in its place. Second by the Mayor. Vote: Ayes.

Mr. Gabehart next presented prices and financing costs to purchase two trucks, both Peterson Lightning Loaders, on different chassis – one on a chassis of a 2003 Sterling and the other on a 1989 Ford chassis. If purchased on a lease/purchase program the trucks will be used in picking up tree limbs. This would decrease our manpower allocation to utilize waste management funds to do this. In the future the Board would be asked to consider purchasing a tub grinder also. The limb pickup program is slated to begin April 5<sup>th</sup>, which is when the drop site will open. Mr. Gabehart suggested a 7-year lease on the 2003 and a 5-year lease on the 1989. Approximately \$50,000 is budgeted in Waste Management for this year's cost. Mr. Hoover moved to grant the request of the Director of Operations for the acquisition on a lease/purchase agreement outlined above, subject to negotiation of appropriate leases by the City Attorney, to be signed by the Mayor. Second by Mayor Henderson. Vote: Ayes.

Mr. Hoover moved to approve the claims through March 18<sup>th</sup>. Second by the Mayor. Vote: Ayes.

With no further business, the meeting adjourned at 7:20 p.m.